workingmen are more and more being protected by factory laws and employers' liability acts. The decision of the court in the principal case seems reasonable and in harmony with the policy of the times.

MASTER AND SERVANT—DEFECTIVE APPLIANCES—ASSUMPTION OF RISK—PROMISE TO REPAIR.—The plaintiff was an employee of the defendant. About ten o'clock he complained to the superintendent that the machine upon which he was working was unsafe. The superintendent replied, "You go right ahead and I will fix it for you at the noon hour." This he failed to do. At one o'clock the plaintiff knowing that the machine had not been repaired resumed work, and at three o'clock was injured. *Held,* that on these facts, the plaintiff was properly nonsuited. *Andrecsik* v. *New Jersey Tube Co.* (1906) — N. J. —, 63 Atl. Rep. 719.

A master owes to his servant certain well-recognized duties, among which is the duty to use due care to provide safe tools and machinery. On the other hand, "that to which a person assents is not in law esteemed an injury." BROOM LEG. MAX., p. 268. If a person enters or continues in an employment with knowledge actual or implied of the danger involved, he is deemed to have assumed the risk and consented to any injury that he may suffer therefrom. *Sullivan* v. *India Mfg. Co.,* 113 Mass. 396; *Appel* v. *Ry. Co.,* 111 N. Y. 550; *Dillenberger* v. *Weingartner,* 35 Vroom 292; BAILEY, MASTERS' LIABILITY TO SERVANTS, Chap. IX. If, however, the servant remains relying on the master's promise to repair, the risk is the master's. He has assumed it in consideration of the servant's remaining. *Stephenson* v. *Dunbar,* 73 Wis. 404; *Mfg. Co.* v. *Morrisey,* 40 Ohio St. 148. If the promise is general it is considered that the master has a reasonable time in which to fulfill it. If the servant remains after the lapse of a reasonable time, without the repairs having been made, he again assumes the risk. *Hough* v. *Ry. Co.,* 100 U. S. 213; *Dowd* v. *Erie Ry. Co.,* 41 Vroom 451; *Dunkerley* v. *Webendorfer Machine Co.,* 42 Vroom 60; *Counsel* v. *Hall,* 145 Mass. 468. It follows then necessarily, that if, as in the principal case, the parties themselves fix the time for the performance of the promise, the repairs not having been made within that time, the servant resumes the work at his own risk. LABATT, MASTER AND SERVANT, Vol. I, p. 1204. Very few cases seem to have arisen involving this question. The following, however, are directly in point and confirm the doctrine of the principal case: *Trotter* v. *Chattanooga Furniture Co.,* 101 Tenn. 257; *Albrecht* v. *Ry. Co.* (1901), 108 Wis. 530. There can be no question in such a case for the jury. "Ordinarily whether the servant has waived the neglect of the master and assumed the risk after a promise to repair is a question for the jury, yet it may have been given for such a length of time or with such conditions that the court can determine as a matter of law that its performance has been waived." BAILEY, MASTER'S LIABILITY FOR INJURIES TO SERVANTS, p. 209; *Stephenson* v. *Dunbar,* 73 Wis. 407.

MUNICIPAL CORPORATIONS—POWERS OF POLICE COMMISSIONERS—DISMISSAL OF OFFICER.—The charter of a city provides that the Board of Police Commissioners shall have power to prescribe rules and regulations for the government,

discipline, equipment and uniform of the department, and from time to time to alter and repeal the same,, and to prescribe the penalties for the violation of any such rules and regulations. All such rules and regulations must be reasonable. *Held,* that a rule providing for the dismissal of a member of the police department for neglecting to pay his debts is reasonable, and the ruling of the commission, dismissing the member was sustained. *Cleu* v. *Board of Police Commissioners et al.* (1906), — Cal. Ct. App. —, 84 Pac. Rep. 672.

Of the cases cited the only one that expressly supports the decision is *State ex rel McKenzie* v. *Hyman,* 22 Ohio Cir. Ct. Rep. 213 (affirmed, 68 Ohio State Rep. 676), where a similar rule regarding payment of debts by members of the fire department was held reasonable. But in another case in the same court, *ex rel. Hussey* v. *Hyman,* 21 Ohio Cir. Ct. Rep. 187, it was decided that where the charge is neglect and refusal to pay a small debt, while the evidence fails to show that relator ever refused to pay it, there appears no sufficient cause for removal, and the relator was restored, which seems to intimate that a court of law may go behind the findings of the board and look into the evidence relating to the charge. Of the other cases cited in the decision, all seem to be clear cases of breaches of discipline. In *People* v. *French,* 32 Hun 112, the board had power to examine into all offenses committed by policemen, even though they constitute legal offenses, without restriction or limitation, for the purpose of disciplining or purifying the force. But the question of "payment of debt" was not decided. The charge was "conduct unbecoming an officer." During patrol duty, pretending a burglar had broken the window of a saloon, the officer entered, broke open boxes of cigars, filled his pockets, etc., and refused to go to his post when ordered to do so. The court said, if the act was not criminal it was at least violating duty and unbecoming an officer, and it was not necessary to find him guilty of larceny or burglary to warrant removal, and that the fact that he was later acquitted on a charge of larceny simply established the fact that relator's *misconduct* did not amount to larceny. In *People* v. *Commissioners,* 93 N. Y. 97, the officer during patrol duty was in a saloon, playing cards. In *People* v. *Commissioners,* 11 Hun 403, the removal of an officer was sustained for enticing a girl to a house of assignation while the officer was off duty. In *People* v. *Commissioners,* 77 N. Y. 153, the fireman violated a rule of discipline prohibiting members from engaging or participating in any quarrel, altercation, or fight. Other cases might be cited, all seeming to be on charges of breaches of duty and discipline, concerning which there can be no question, e. g., *People* v. *Commissioner,* 17 Sup. Ct. Rep. 106, 8 Weekly Dig. 446, the officer failed to serve an order for arrest. In *People* v. *French,* 60 How. Pr. Rep. 377, a policeman was removed for accepting bribes. But see *People* v. *Commissioner,* 20 Hun 333, where the charter gave to the board the right to remove members upon the "conviction" of certain offenses. The term "conviction" distinguishes this from the principal case, but the court, in the course of its discussion, say, "all the rules and regulations must be for government and discipline, and can have no binding force upon the police officers except upon duty and acting officially." Outside of the Ohio case, supra, 22 O. C. C. Rep. 213, the writer has

found no case in which the specific charge of non-payment of debt by the officer is passed upon. If neglecting or refusing to pay a debt is a reasonable cause for removal by the board, and is a matter of discipline and government, the decision is justifiable, and sustained by some authority, but the case seems extreme.

NEGLIGENCE—INJURIES TO CHILDREN—TURNTABLE CASES.—Defendant maintained an unfastened turntable on its own premises in an uninclosed field about fifty feet from a playground on which boys were in the habit of assembling. Plaintiff's intestate, a boy of twelve years, while playing about the turntable with two companions, was so injured that lockjaw caused his death. *Held,* that defendant was guilty of no negligence in maintaining such a turntable. *Walker's Adm'r.* v. *Potomac, F. & P. R. Co.* (1906), — Va. —, 53 S. E. Rep. 113.

This case is a repudiation of a line of decisions which have come to be designated as the "turntable cases," holding a railroad company liable for any injury to children caused by their playing about an uninclosed and unlocked turntable upon its premises. The leading case is *Railroad Co.* v. *Stout,* 17 Wall. 657, which holds that if a turntable is of a dangerous nature and character when unlocked and situated in a place frequented by children, it is the duty of the railroad company to keep the turntable securely locked and fastened. *Keffe* v. *Railway Co.,* 21 Minn. 207, places the liability on ground of implied license or invitation. The court says in effect that the turntable, being attractive, presented to the natural instincts of young children a strong temptation, and such children following their natural instincts were thus allured into a danger which they could neither apprehend nor appreciate and against which they could not protect themselves. Through this temptation the child was induced to come upon the turntable by the conduct of the railroad company. These cases are in accord with the following, all of which have very nearly identical facts and come to the same conclusion: *Barrett* v. *So. Pacific Co.,* 91 Cal. 296; *Callahan* v. *Railroad,* 92 Cal. 89; *Nagel* v. *Railroad,* 75 Mo. 653; *Ilwaco Ry. & Nav. Co.* v. *Hedrick,* 1 Wash. 446; *Bridger* v. *Railroad,* 25 S. C. 24; *Ferguson* v. *Railway,* 77 Ga. 102; *Edington* v. *Railway,* 116 Iowa 410; *Railway* v. *Fitzsimmons,* 22 Kan. 686; *Railway* v. *Dunden,* 37 Kan. 1; *Railroad* v. *Cargille,* 105 Tenn. 628; *Evanish* v. *Railway,* 57 Tex. 126; *Railway* v. *Styron,* 66 Tex. 421; *Railway* v. *McWhirter,* 77 Tex. 356. These cases seem to establish the weight of authority, although there is a tendency to hold the principle strictly within bound, as in *Peters* v. *Bowman,* 115 Cal. 345, the court says the rule in the turntable cases is a marked exception to the general principle that the owner of land is under no legal duty to keep it in a safe condition for others than those whom he invites there, and the principle should not be extended. The rule is upheld by the leading text writers. BISHOP, NON-CONTRACT LAW, § 855, says, "A child too young to be controlled by reason receives from the law the protection which its special nature requires. For example, a man who leaves on his own ground, open to the highway or beside any public place, a dangerous machine likely to attract children, will be liable to one injured by playing with it, if he neglected pre-